

FULL AND FINAL GENERAL RELEASE OF ALL CLAIMS

This Full and Final General Release of All Claims shall be referred to as the “Release.”

In consideration of the total sum of Sixteen Thousand Five Hundred Dollars (\$16,500.00), the payment and receipt and sufficiency of which is hereby acknowledged, **FELIPE HERNANDEZ** (“Releasor”) does hereby forever release, acquit and discharge the **STATE OF NEW MEXICO** and **NEW MEXICO STATE POLICE**, and their agents, employees, owners, attorneys, insurers, successors and assigns, servants, co-workers, employers, supervisors, successors, state governmental entities, and its heirs, executors and administrators (*collectively* “Releasees”), whether herein named or referred to or not, and who, together with the above named, may be jointly or severally liable to Releasor or her heirs and assigns, of and from any and all manner of, actions and causes of action, rights, suits, covenants, contracts, agreements, judgments, claims and demands whatsoever, including any and all derivative claims and claims for contribution and loss of consortium, arising from and by reason of any and all KNOWN AND UNKNOWN, FORESEEN AND UNFORESEEN bodily and personal injuries or death, damage to property, economic damages, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by Releasor, and especially from all liability arising out of the incident that occurred on or about July 19, 2010 in the City of Albuquerque, New Mexico, (“Occurrence”) and for all claims arising out of the lawsuit in the United States District Court for the District of New Mexico, which action is entitled *Felipe Hernandez, plaintiff, vs. State of New Mexico, Officer Stan Lundy, and the Board of County Commissioners of the County of Bernalillo, No. 1:12-cv-00493 MCA-LFG.*

Releasees will remove fingerprint and arrest information from the criminal history database (CJIS and NCIC) *for this Occurrence only*. Releasees will provide a supplemental offense report indicating that the arrest was removed from the database by the DPS law enforcement records bureau because the Releasor is not the same person sought by the Georgia warrant. Releasor understands and has been fully informed by his counsel that there are records e.g. criminal, driving and/or personal that still may reflect the arrest of Releasor arising out of the Occurrence that Releasees have no control over.

Releasor hereby acknowledges full settlement and satisfaction of any and all claims of whatever kind or character which he has or may have against Releasees by reason of the above-mentioned damages, losses, or injuries. Releasor further understands that by agreeing to this compromise and settlement, Releasees do not admit any liability of any kind, that liability has at all times been denied, that the settlement evidenced by this Release is a compromise to avoid further costs and expenses of litigation on both sides, and that the decision to enter into this settlement has been made solely by the Risk Management Division of the State of New Mexico in an effort to terminate all controversy and/or claims against Releasees of whatever kind or character, known or unknown, including further developments thereof in any way growing out of or connected with or related to the matters, facts, incidents, or circumstances described

herein; and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability, of any nature whatsoever, on the part of Releasees.

That this Release covers and includes all claims several or otherwise, past, present or future, which can or may ever be asserted by any person or persons, heirs, family members or otherwise, as the result of injuries and/or damages arising from the incident occurring on or about July 19, 2010 as aforesaid or the effects or consequences thereof.

Releasor further understands that no representation of fact or opinion has been made by Releasees, or by any person or persons representing, speaking for, or acting on behalf of Releasees, to induce this settlement, and that Releasees have made no agreement of any kind, or promised to do or omit to do any act or thing not set forth herein.

Releasor expressly declares and represents that, notwithstanding the damages, losses, or injuries claimed or known at this time, or which may be subsequently discovered, or any changes in the law or interpretations of the law which may subsequently occur, compensation for all unknown damages, losses, or injuries sustained by Releasor as a result of the aforesaid matters, facts, incidents, or circumstances are included in the compensation referenced in this Release, and that no further claims whatsoever can or will be made by Releasor. Specifically, Releasor will not make any future claims against Releasees related to the underlying issues and claims forming the basis for the present lawsuit.

Releasor does hereby declare and represent that in making this Release, it is understood and agreed that he has relied wholly upon his own judgment, belief, and knowledge of the nature, extent, and duration of the damages, losses, and injuries suffered or claimed to be suffered by him, as well as the liability questions and issues involved. Further, Releasor declares and represents that he has not been influenced to any extent whatsoever in making this Release by any representations or statements by anyone regarding any of the claims for damage, loss, and injury, or by any person or persons representing, speaking for, or acting on behalf of Releasees.

Releasor further understands and agrees that the claims herein released specifically include, but are not limited to, all claims asserted or which might or could have been asserted by Releasor in the above-referenced case. In consideration of the payment of the sum recited herein, it is further agreed that Releasor will immediately cause said actions and all claims therein asserted by him to be dismissed with prejudice as to Releasees, including any and all claims for costs and attorney fees.

In making this agreement, Releasor has not relied on statements or representations regarding his rights, claims for damages, facts surrounding the incident and nature and extent of his injuries by Releasees, its agents and representatives. On the contrary, Releasor has considered all these matters and has relied on his judgment and that of his attorney.

Releasor further understands and agrees that the alleged damages, losses, and injuries sustained by him may be permanent and progressive, and that recovery therefrom is or may be uncertain and indefinite, and that the sum payable to him for which he is giving this Release is on account of or arises out of or is related to the damages he claims to have suffered as a result of the incident giving rise to the claims herein released.

Releasor further agrees to defend and indemnify and hold Releasees harmless from any and all claims, causes of action, known or unknown, which could be asserted against them by or through Releasor, including any action based upon liens or subrogation, as a result of the matters, facts, incidents, or circumstances giving rise to the above-referenced case.

Releasor further agrees that the terms of this settlement agreement will be confidential in accordance with §15-7-9 NMSA.

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico.

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

The parties agree that they are responsible for their own attorney's fees and costs.

RELEASOR UNDERSTANDS THAT THIS IS ALL THE MONEY HE, His HEIRS AND ASSIGNS WILL RECEIVE FROM THE RELEASEE AS A RESULT OF THIS INCIDENT.

This Release and Settlement Agreement contains the entire agreement between Releasor and the Releasees and its agents and representatives, and it is agreed that the terms of this Release are contractual and not a mere recital.

Releasor has read the foregoing Full and Final Release of All Claims and fully understands it.

FELIPE HERNANDEZ

STATE OF _____)
) ss.
COUNTY OF BERNALILLO)

The foregoing Full and Final Release of All Claims was subscribed, sworn to,
and acknowledged before me this _____ day of _____, 2013,
by FELIPE HERNANDEZ.

Notary Public

My Commission Expires:

REVIEWED AND APPROVED:

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